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C. J. 777, for a discussion of the question and a full list of authorities).

"It is needless to further discuss authorities. It is the view of a majority of the court that the trial court correctly ruled out the claim of a commission on the Hartman sale. That sale was made outside of defendant's territory. There was no intention whatever to prevent his making a sale to this customer. He had tried and failed. He had done nothing to earn the commission, and there is no evidence that he ever would have earned it. It can make no difference that the order was secured by another agent of plaintiff, so long as there was no attempt to invade defendant's territory."

Insurance—Excusable Homicide as within Accident Policy.—In *Clay v. State Ins. Co.*, 94 S. E. 289, in the Supreme Court of North Carolina, it was laid down that under a policy insuring against death sustained through external, violent and accidental means, without any specific or definite exception covering the matter, the intentional killing of insured by a third person does not of itself withdraw the claim from the protection of the policy, and the test of liability is whether insured, being in the wrong, was the aggressor under circumstances rendering a homicide likely as the result of his own misconduct.

It was held that where insured wrongfully assaulted S. with a pole three or four feet long, and pursued the fight with a pistol which he first fired, and was then himself shot and killed, the homicide was not accidental within a policy insuring against death by external, violent and accidental means.